

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2010		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dahlgren & Company, Inc.	FORMERLY	12/31/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunOpta Grains and Foods Inc.		
<b>Street Address:</b>	3824 SW 93rd Street		
<b>City:</b>	Hope		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56046		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3970035	DAHLGREN	
Registration Number:	3970028	D	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(801)578-6999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801 328-3131		
Email:	TM-SLC@stoel.com		
Correspondent Name:	Catherine P. Lake		
Address Line 1:	201 South Main Street		
Address Line 2:	Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	0039265-00064		
NAME OF SUBMITTER:	Catherine P. Lake		

OP \$65.00 3970035

**900198811**

**TRADEMARK  
 REEL: 004597 FRAME: 0090**

Signature:	/Catherine P. Lake/
Date:	08/03/2011
<b>Total Attachments: 10</b> source=Sunopta Dahlgren merger#page1.tif source=Sunopta Dahlgren merger#page2.tif source=Sunopta Dahlgren merger#page3.tif source=Sunopta Dahlgren merger#page4.tif source=Sunopta Dahlgren merger#page5.tif source=Sunopta Dahlgren merger#page6.tif source=Sunopta Dahlgren merger#page7.tif source=Sunopta Dahlgren merger#page8.tif source=Sunopta Dahlgren merger#page9.tif source=Sunopta Dahlgren merger#page10.tif	

4117890-2

State of Minnesota

## SECRETARY OF STATE

### *Certificate of Merger*

*I, Mark Ritchie, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.*

*Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A*

*State of Formation and Names of Merging Entities:*

*DE: DAHLGREN & COMPANY, INC.  
MN: SUNOPTA GRAINS AND FOOD, INC.*

*State of Formation and Name of Surviving Entity:*

*MN: SUNOPTA GRAINS AND FOOD, INC.*

*Effective Date of Merger: December 31, 2010 11:59 p.m. ET*

*Name of Surviving Entity After Effective Date of Merger:*

*SUNOPTA GRAINS AND FOOD, INC.*

*This certificate has been issued on: December 29, 2010*



*Mark Ritchie*  
Secretary of State.

TRADEMARK

REEL: 004597 FRAME: 0092

**ARTICLES OF MERGER**  
merging  
**DAHLGREN & COMPANY, INC.**  
with and into  
**SUNOPTA GRAINS AND FOODS INC.**  
the surviving entity of such merger to be:  
**SUNOPTA GRAINS AND FOODS INC.**

**TO BECOME EFFECTIVE AT 11:59 P.M. EASTERN TIME ON DECEMBER 31, 2010**

In accordance with Section 252 of the Delaware General Corporation Law (the "DGCL") and Section 302A.615 of the Minnesota Business Corporation Act (the "Minnesota Act"), SUNOPTA GRAINS AND FOODS INC., a Minnesota corporation (the "Company"), hereby declares and certifies as follows:

1. The name of the surviving entity is SUNOPTA GRAINS AND FOODS INC., a Minnesota corporation, and the name of the corporation being merged into this surviving entity is DAHLGREN & COMPANY, INC., a Delaware corporation ("Dahlgren").

2. An Agreement and Plan of Merger, dated as of December 31, 2010 (the "Plan of Merger"), by and between the Company and Dahlgren (collectively, the "Constituent Entities"), providing for the merger of Dahlgren with and into the Company (the "Merger"), in the form attached hereto as Exhibit A, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Entities in accordance with Section 252 of the DGCL and Sections 302A.611, 613 and 615 of the Minnesota Act, as applicable.

3. The executed Plan of Merger is on file at the principal offices of the Company, which are located at 2838 Bovaird Drive West, Brampton, Ontario, Canada L7A 0H2. A copy of the Plan of Merger will be furnished by the Company, on request and without cost, to any stockholder or person holding an interest in either of the Constituent Entities.

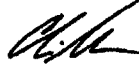
4. These Articles of Incorporation shall become effective at 11:59 p.m. Eastern Time on December 31, 2010 (the "Effective Time").

5. The Articles of Incorporation of the Company as amended, existing and constituted immediately prior to the filing of these Articles of Merger shall continue to be the Articles of Incorporation of the Company after the Effective Time, until further amended or repealed in accordance with the Minnesota Act.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company hereby certifies to the truth of the facts stated herein and executes and delivers these Articles of Merger as of the date first written above.

**SUNOPTA GRAINS AND FOODS INC.**  
a Minnesota corporation

By:   
Name: Chris Snowden  
Title: Vice President and Treasurer

MAILING ADDRESS

If, upon completion of filing of the above Articles of Merger, the Office of the Secretary of State of the State of Minnesota elects to send a copy of the Articles of Merger to SunOpta Grains and Foods Inc. by mail, the address to which the copy should be mailed is:

SunOpta Grains and Foods Inc.  
c/o Debra H. Frimerman, Esq.  
Stoel Rives LLP  
33 South Sixth Street, Suite 4200  
Minneapolis, MN 55402

70458548.1 0037999-00011

**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

See attached.

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 31, 2010 by and between SUNOPTA GRAINS AND FOODS INC., a Minnesota corporation (the "Company"), and DAHLGREN & COMPANY, INC., a Delaware corporation ("Dahlgren," and together with the Company, the "Constituent Entities").

### RECITALS

WHEREAS, each of the Board of Directors of the Company and the Board of Directors of Dahlgren has adopted this Agreement and declared its advisability, and the sole shareholder of the Company and the sole shareholder of Dahlgren have approved this Agreement providing for the merger of Dahlgren with and into the Company (the "Merger"), with the Company continuing as the surviving entity, in accordance with the applicable provisions of the Delaware General Corporation Law (the "DGCL"), the Minnesota Business Corporation Act (the "Minnesota Act"), and the Internal Revenue Code of 1986, as amended (the "Code").

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and for the benefits to accrue to the parties hereto, it is hereby agreed that, in accordance with the DGCL and the Minnesota Act, Dahlgren shall be merged with and into the Company, and the Company shall be the entity surviving the Merger, and that the terms and conditions of the Merger, the mode of carrying the same into effect and the manner and basis for cancelling the shares of Dahlgren shall be as hereinafter set forth.

### I. MERGER

1.1 Effective Time. In accordance with the DGCL and the Minnesota Act, the Merger shall become effective at 11:59 p.m. Eastern Time on December 31, 2010 (the "Effective Time").

1.2 Merger. At the Effective Time, the following shall occur:

(a) Dahlgren shall be merged with and into the Company, and the separate existence of Dahlgren shall cease.

(b) The Company shall be the surviving entity and shall continue its existence as a corporation in accordance with the laws of the State of Minnesota.

(c) The Merger shall have the effects set forth in Section 302A.641 of the Minnesota Act and Sections 259-261 of the DGCL.

(d) All of the assets and liabilities of Dahlgren (collectively, the "Assets and Liabilities") shall become assets and liabilities of the Company.

1.3 Articles of Incorporation. The Articles of Incorporation of the Company, existing and constituted immediately prior to the Effective Time shall continue to be the Articles of Incorporation of the Company after the Effective Time, until further amended or repealed in accordance with the Minnesota Act.

1.4 Board of Directors. The Board of Directors of the Company immediately prior to the Effective Time shall continue to serve as the Board of Directors of the Company for the term specified in the Minnesota Act.

1.5 Officers. The officers of the Company immediately prior to the Effective Time shall continue to serve as the officers of the Company until otherwise provided in accordance with arrangements established by the Company.

## II. EFFECT ON OWNERSHIP INTERESTS OF THE CONSTITUENT ENTITIES

2.1 Effect on Ownership Interests. As of the Effective Time, by virtue of the Merger and without any further action, the following shall occur:

(a) The issued and outstanding shares of common stock of the Company shall not be affected by the Merger.

(b) Each issued and outstanding share of Dahlgren shall be cancelled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

2.2 Certificates. As soon after the Effective Time as practicable, any certificates representing shares of Dahlgren shall be marked and cancelled in accordance with Section 2.1(b) above.

2.3 Options, Warrants and Other Rights. At the Effective Time, any options, warrants or other rights to purchase shares of Dahlgren, without any further action, shall be terminated.

## III. GENERAL PROVISIONS

3.1 Approval. This Agreement has been adopted by the Board of Directors of the Company and the Board of Directors of Dahlgren, and has been approved by the sole shareholder of the Company and the sole shareholder of Dahlgren, to the extent required by the applicable provisions of the DGCL and the Minnesota Act.



3.2 Additional Actions. The officers of the Constituent Entities shall execute all such other documents and shall take all such other actions as may be necessary or advisable to consummate the Merger and to complete the other transactions contemplated by this Agreement.

3.3 Accounting Records. As of the Effective Time, the Assets and Liabilities shall be recorded in the accounting records of the Company at the amounts at which they shall be carried at that time in the accounting records of Dahlgren, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles.

3.4 Issuance of Additional Shares. Between the date of this Agreement and the Effective Time, Dahlgren shall not issue or cause to be issued any additional shares, except as otherwise provided in this Agreement.

3.5 Governing Law. This Agreement shall be governed by the laws of the State of Minnesota (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

3.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same instrument, and shall become binding on the parties hereto when one or more counterparts have been signed by each of the parties and delivered to the other party. Counterparts and signature pages transmitted by facsimile shall be valid as originals.

3.7 Service to Process. The Company hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of any of Dahlgren, as well as for the enforcement of any obligation of the Company arising from the Merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the DGCL, and hereby irrevocably appoints the Delaware Secretary of State as its agent to accept service of process in any such suit or other proceedings and the Delaware Secretary of State may mail a copy of any such process to 2838 Bovaird Drive West, Brampton, Ontario, Canada L7A 0H2.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the Company and Dahlgren have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

SUNOPTA GRAINS AND FOODS INC.,  
a Minnesota corporation

By: 

Name: Chris Snowden

Title: Vice President and Treasurer

DAHLGREN & COMPANY, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Eric Davis

Title: Vice President

70438378.1 0037999-00011

IN WITNESS WHEREOF, each of the Company and Dahlgren have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

SUNOPTA GRAINS AND FOODS INC.,  
a Minnesota corporation

By: \_\_\_\_\_  
Name: Chris Snowden  
Title: Vice President and Treasurer

DAHLGREN & COMPANY, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Eric Davis  
Title: Vice President

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

DEC 29 2010

*Mark Ritchie*  
Secretary of State

70458578.1 0037999-00011